

Introduced July 5, 2011  
Public Hearing July 18, 2011  
Council Action July 28, 2011  
Executive Action August 1, 2011  
Effective Date October 1, 2011

## County Council Of Howard County, Maryland

2011 Legislative Session

Legislative Day No. 8

Bill No. 43 -2011

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 1.111(e) of the Howard County Code and Section 612 of the Howard County Charter, approving provisions in a collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO that are in conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual; approving a multi-year collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO that will be effective through the end of Fiscal Year 2013 and that includes payment of certain compensation in Fiscal Year 2013; and providing for the application of this Act.

Introduced and read first time July 5, 2011. Ordered posted and hearing scheduled.

By order Stephen M. LeGendre  
Stephen LeGendre, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 18, 2011.

By order Stephen M. LeGendre  
Stephen LeGendre, Administrator

This Bill was read the third time on July 28, 2011 and Passed ☒ Passed with amendments ☐ Failed ☐.

By order Stephen M. LeGendre  
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 29<sup>th</sup> day of July, 2011 at 2:00 a.m./p.m.

By order Stephen M. LeGendre  
Stephen LeGendre, Administrator

Approved/Vetoed by the County Executive AUG 1, 2011

Ken Ulman  
Ken Ulman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1    **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland  
2    that the County Council hereby endorses and ratifies the County Executive's signature and  
3    execution of the Agreement, which shall be in substantially the same form as Exhibit A  
4    attached to this Act, for such term in the name of and on behalf of the County.

5  
6    **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland  
7    that, in regard to the Agreement between Howard County and the American Federation of  
8    State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO,  
9    the County Council approves the attached Conflicting Provisions, listed in Exhibit B as  
10   attached to this Act and incorporated herein, that are in conflict with the provisions of Title 1  
11   "Human Resources" of the Howard County Code or the Employee Manual.

12  
13   **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland  
14   that the provisions of this Act shall apply beginning with the first pay date after July 1, 2011.

15  
16   **Section 5. And Be It Further Enacted** by the County Council of Howard County, Maryland  
17   that, in accordance with Section 612 of the Howard County Charter, Section 1 and Section 2  
18   of this Act shall be effective immediately upon its enactment.

19  
20   **Section 6. And Be It Further Enacted** by the County Council of Howard County, Maryland  
21   that, subject to Section 5, this Act shall become effective 61 days after its enactment.

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on August 1, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2011.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

**MEMORANDUM**  
**OF**  
**AGREEMENT**  
**BETWEEN**  
**HOWARD COUNTY, MARYLAND**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**HOWARD COUNTY LOCAL 3080**  
**COUNCIL 67, AFL-CIO**

**EFFECTIVE:**

**July 1, 2011      –      June 30, 2013**

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party may submit the issue to arbitration. The County and the Union shall attempt to select a mutually acceptable arbitrator within 10 working days; if no arbitrator is selected, the party seeking arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. In reaching a decision, the arbitrator shall be guided by the standards used by the National Labor Relations Board in similar cases. The decision of the arbitrator shall be final and binding. The cost of the arbitration shall be borne equally by the County and the Union, except the costs incurred in presenting or defending the case to the arbitrator shall be borne by the side incurring the expense.

### **Section 1.3. – Probationary Employees.**

Newly hired employees in classes covered in Section 1.2. above shall not be eligible for Union membership until they have successfully completed at least six months of a one-year probationary period. Additionally, at the completion of the initial six months of service, employees will be allowed to use accrued leave. All other aspects of a probationary period continue to apply. The Union shall have no right to bring a termination appeal on behalf of a probationary employee.

## **ARTICLE 2 – AUTHORIZED DUES DEDUCTIONS**

### **Section 2.1. – Employee Rights.**

No unit member is required to join the Union.

### **Section 2.2. – Dues Deductions for Employees Who Join the Union.**

The County agrees to deduct from the earnings of each unit member who has properly authorized such deductions, in writing, by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each unit member executing an authorization and a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the unit member is given to the County at least 30 days prior to the anniversary date of the authorization. An information copy of the notification to terminate dues deductions will be sent to the Union.

### **Section 2.3. – Service Fee for Employees Who are Not Members of the Union; Employees hired before and after April 16, 1992.**

- (a) Except as otherwise provided in this section, an employee covered by this Memorandum of Agreement who elects not to join the Union or who terminates Union membership, shall pay a service fee to the Union in an amount not to

certifies to the County, in writing, over the signature of an authorized officer of the Union, that it has been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least two months in advance of the effective date of such a change.

### **Section 2.9. – Indemnification.**

The Union shall indemnify and save the County harmless of and from any and all claims, grievances, actions, suits or other forms of liability or damages arising out of, or by reason of, any action taken by the County for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the County to the Union.

## **ARTICLE 3 – RIGHTS OF UNIT MEMBERS/UNION REPRESENTATIVES**

If the County determines that it is necessary to interview or conduct a fact-finding session with an employee, the employee shall be notified of the nature of the interview or fact-finding session and any specific allegations against the employee. The County and the Union agree that if an employee within the bargaining unit reasonably believes that any meeting may lead to disciplinary action being taken against the employee, the employee shall be entitled to Union representation. The Union representative shall have the right to meet in private with the subject employee prior to the interview or fact-finding session, the right to clarify questions asked during the interview or fact-finding session, to give advice to the subject employee and the ability to provide additional information at the end of the interview or fact-finding session. Representatives may not counsel employees to not answer questions or to give false information. The interview process may not be delayed because the subject employee requests a specific Union representative.

In the event that a member of the bargaining unit is being charged with a disciplinary action, the employee shall be given written notice of the specific charges 48 hours prior to any disciplinary meeting or hearing. Such notice shall include the names of witnesses and copies of all written reports that may be permissibly released under applicable law. Disciplinary action shall be defined as reprimands, suspensions, demotions, forfeiture of accrued leave, suspension of accrual rights, fines, and termination. All forms of disciplinary action may be processed through the Union Grievance Procedure.

If discipline results in a suspension, the unit member may choose the option of serving an unpaid suspension in lieu of loss of Annual Leave. The County reserves the right to impose an unpaid suspension from work at the County's discretion.

### **Section 3.1. – Selection of Representatives.**

Unit member representatives shall be selected in any manner determined by the Union from among those actively employed by the County. The Union shall furnish the County with a



considered. Unit members shall be allowed a representative when such action is taken.

### **Section 3.6. – Use of Bulletin Board.**

The County agrees to provide a bulletin board to the Union for the purpose of allowing the Union to inform its membership of Union business. Such material shall not violate criteria generally applicable to the posting of notices on County property; furthermore, the Union agrees to provide copies of all notices being posted to the Director and the Personnel Officer.

### **Section 3.7. – Union Office.**

The County shall provide a furnished office, including a telephone within the confines of the Detention Center. The purpose of this office shall be for storing records and conducting official Union business as provided for in this Agreement.

### **Section 3.8. - Orientation For New Hires.**

The President of the Union shall be provided with the names and hire dates for all new employees hired to positions within the bargaining unit. In addition, the Union president or his/her designee shall be permitted a ½ hour block of time to speak to all new hires during orientation. Such orientation shall take place while the employee is actively engaged in in-house pre-service training, and prior to the employee being assigned to a shift.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The County shall retain the exclusive rights and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the County in all aspects including, but not limited to, all rights and authority held by the County, prior to the signing of this Agreement (including that provided by State law, County Charter, County Code, Rule or Regulation), except where abridged by an express provision of this Agreement.

The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the County exclusively except where abridged by an express provision of this Agreement:

- (a) To determine the purposes and objectives of each of the County's constituent offices and departments.
- (b) To set standards of services to be offered to the public.
- (c) To determine the methods, means, personnel and other resources by which the

### **Section 5.2. – Work Schedules.**

Work schedules showing the unit members' shifts, workdays and hours shall be posted on the appropriate department bulletin board at all times. A unit member will be given fifteen (15) calendar days notice of permanent change in his/her work schedule.

### **Section 5.3. - Meal Breaks.**

The Detention Center administration will make every reasonable effort to relieve officers from their posts to eat meals. Employees shall have the option of eating a meal provided by the County or of bringing his/her own food to eat. Employees who work overtime in excess of four (4) hours shall be allowed a second meal period.

## **ARTICLE 6 – LAYOFFS**

The County agrees to continue the following policy with respect to layoffs:

- (a) The Director may lay off a regular or temporary unit member when the position to which the unit member has been assigned is abolished. No regular unit member shall be laid off while there is a temporary unit member in the same department performing duties for which the regular unit member is qualified.
- (b) The Director shall determine the order of layoff of unit members on the basis of their relative proficiency and length of service to the County.
- (c) Prior to a layoff, a regular unit member shall receive at least thirty (30) calendar days notice when practicable.
- (d) The Personnel Officer shall place the names of unit members who are laid off on the appropriate re-employment lists in accordance with the rules governing certification and appointment.

## **ARTICLE 7 – COMPENSATION**

### **Section 7.1. – Roll Call Pay.**

There shall be a 10-minute period appended to the start of each rotating shift for the purpose of roll call. Employees required to attend roll call shall be compensated for the 10 minutes at the rate of time and one half of their regular hourly rate.

## **Section 8.2. - Overtime.**

All unit members will be paid overtime at the rate of time and one-half of their regular rate of pay for each hour, or fraction thereof, worked in excess of eight hours in any work day. Employees who are on military leave are eligible for overtime under this section.

Overtime shall be distributed on an equitable basis to qualified unit members whenever possible. When the Shift Leader recognizes the need for overtime staffing, he/she will make appropriate arrangements to ensure adequate staffing is provided using the following procedures:

- (a) The Shift Leader will determine which employees want to work voluntary overtime and establish a Voluntary Overtime Roster.
- (b) After the roster is completed, it will be the employee's responsibility to request the Shift Leader to add or delete their names from the roster.
- (c) When the need for overtime is determined in advance, first preference shall be given to on-duty shift personnel.
- (d) When the need for voluntary overtime is established two hours or more prior to the beginning of an on-coming shift:
  - (1) First preference shall be given to on-duty shift personnel.
  - (2) Second preference shall be given to off-duty personnel whose names are contained on the Voluntary Overtime Roster for the shift where the overtime is needed, where practical.
  - (3) Third preference shall be given to non-shift, off-duty personnel.
- (e) In instances when voluntary overtime is offered and refused by personnel whose names are contained on the Voluntary Overtime Roster, such refusal shall count the same as if the employee had worked the overtime, for the purposes of roster record keeping.
- (f) As an alternative to mandatory overtime, sergeants may work voluntary overtime to cover a post that is normally staffed by a corporal or correctional officer.
- (g) As a final alternative to mandatory overtime, the Department may utilize contingent, certified correctional officers to fill required posts.

personal, or compensatory leave balance or, if no leave is available, charged as leave without pay; and

- (2) May not be required to use his or her personal vehicle to transport other employees to or from work.
- (c) During the time as described above, the County shall attempt to arrange transportation to and from work for employees who have difficulty traveling during a weather-related emergency. An employee who is provided transportation to work shall remain on pay status until the County provides transportation to, or within a reasonable distance from, the employee's home.

**Section 8.5. - No Duplication or Pyramiding of Premium Pay.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Article shall be applicable to any time worked by a unit member, the unit member shall be paid for such time at the highest rate specified in any one applicable section, but the unit member shall not be entitled to additional pay for such time under any other section.

**Section 8.6. – Uniform Service.**

The Department shall provide a uniform service of up to an aggregate of \$32,000 per fiscal year and \$8,000 per quarter. Employees will be permitted to have three uniforms laundered weekly unless the cleaning budget for the quarter has been exceeded, in which case the number of uniforms permitted on a weekly basis will be reduced to two until such time as the total expenditures are within the allotted budget.

The cost of cleaning services for uniformed officers above the rank of Correctional Sergeant is not included in the quarterly review of expenditures. The quarterly review will be conducted by the Director or his/her designee, who will notify the Union if the quarterly budget has been exceeded and will provide to the Union, upon request, evidence of the actual expenditures.

The Department, in agreement with the union, may elect to issue uniforms which do not allow for dry cleaning.

**Section 8.7. – Emergency Closing.**

- (a) (1) Some unit members will be required to work during an emergency, which is defined as an unforeseen event or an event requiring critical action, that results in the closing of County Offices for normal business operations.

### **Section 8.9 – Court Time.**

When a unit member is required to make a work-related court appearance or summoned to give a work-related deposition during non-working hours, the employee will be paid at the appropriate overtime rate for all hours, with a minimum of three (3) hours.

### **Section 8.10. – Specialty Pay.**

An employee who is assigned to the positions as contained in this section shall be paid the amounts as contained herein. Specialty pay may not be pyramided. If an employee qualifies for more than one specialty pay, the employee shall receive the highest specialty pay.

- (a) \$500 shall be paid annually to an employee (not to exceed 30) assigned to the Special Emergency Response Team (SERT).
- (b) \$500 shall be paid annually to an employee (not to exceed 3) who has tested fluent in a language designated by the Director and who provides translation services for department business. The criteria for fluency as determined by the Director will be predicated on a state, regional, or national evaluation instrument or a standard developed by an institution of higher education.
- (c) \$500 shall be paid annually to an employee (not to exceed 7) who performs duties as a Field Training Officer.

### **Section 8.11. – Longevity Pay.**

An employee who has completed ten (10) years of continuous service with the Department of Corrections shall receive an additional \$.50 per hour, for all hours worked. Payment under this section does not apply to overtime calculations.

## **ARTICLE 9 - OPEB Study**

The County agrees to study the opportunity for retiring employees to cash-out Annual Leave accruals into a pre-tax fund dedicated to paying the cost of continuing County health care benefit coverage.

## **ARTICLE 10 - LEAVE BENEFITS**

### **Section 10.1. - Holidays.**

- (a) All unit members shall be entitled to the following paid holidays:

select a block of days and open days remain, the selection process begins again with the most senior person. The rounds will be held as follows:

- \* Round One - Between December 1st and 15th for requests of annual leave for January, February, March, and April.
  - \* Round Two - Between April 1st and 15th for requests of annual leave for May, June, July, and August.
  - \* Round Three - Between August 1st and 15th for requests of annual leave for September, October, November, and December.
- (e) Any annual leave requests received after a round has closed will be processed and approved on an as-received basis. Such requests will receive a response from supervision within two (2) normal working days or less, exclusive of Saturday, Sunday and holidays after it has been received.
  - (f) Unit members serving their initial six-month probationary period may only use those annual leave days accrued in lieu of holidays during their probationary period.

**Section 10.3. - Personal Leave.**

- (a) Existing unit members shall receive forty-eight (48) hours of personal leave each calendar year.
- (b) Unit members hired after April 30th of the calendar year shall receive thirty-two (32) hours of personal leave for that year.
- (c) Unit members hired after August 31st of the calendar year shall receive sixteen (16) hours of personal leave for the year.
- (d) Unit members hired after November 30th of the calendar year shall not receive any personal leave for that year.
- (e) Personal leave must be taken during the calendar year in which it is granted, upon prior approval of the immediate supervisor, and can be approved in units of one hour.
- (f) Supervisors shall not unreasonably deny requests for Personal Leave. Personal Leave may be denied for legitimate operational needs.

- (k) When a unit member has been counseled regarding the use and possible abuse of disability leave and improvement has not been noted, the County may require that unit member to report to the County's physician each time he/she calls in sick to substantiate such absence. A unit member's failure to do so upon request will result in loss of pay and possible disciplinary action.
- (l) Unit members who have worked from July through June of each year of this Agreement, and accrued twelve (12) disability leave days during that period and have used three or fewer of these days during that same period for personal or family illness or physician's appointments may, at their option, cash in three (3) of their remaining days for two days pay.

**Section 10.5. – Workers' Compensation Leave.**

- (a) **Eligibility** - an employee is eligible for Workers' Compensation Leave if an injury or disease which causes the employee to be disabled is compensable under Maryland Workers' Compensation Law; the employee is completely unable to work at their regular job or modified duty; and their inability to work is supported by sufficient medical evidence.
- (b) **Medical Appointments** - Workers' Compensation Leave shall be authorized for medical appointments if the appointment is at the request of the County or its authorized claims adjuster or the appointment is with the designated medical provider selected by the County.
- (c) **Modified Duty** - Workers' Compensation Leave shall not be authorized if the employee has been offered a temporary modified duty position in accordance with medical restrictions.
- (d) **Rate** - An employee who suffers a compensable work related injury will receive full pay during the period he/she is disabled to a maximum of twelve (12) months from the date of injury if the employee is evaluated by a County approved medical provider as to the ability to work with or without restrictions. Employees electing not to be evaluated by a County approved medical provider shall receive benefits, if applicable, at the rate established under the Workers' Compensation Laws of Maryland.

In the event that the evaluations of the County approved medical provider and the employee's doctor are conflicting with respect to ability to work with or without restrictions, an independent evaluation may be requested by the employee. The physician conducting the independent evaluation will be selected based on mutual agreement of the parties. The cost of the independent evaluation shall be paid by the County. If the independent physician concurs

#### **Section 10.7. - Military Leave.**

- (a) **Rate** - Paid leave for hours equivalent to two times the employee's standard weekly hours (maximum).
- (b) **Authorization** - An official copy of military orders must be submitted to the employee's supervisor immediately upon receipt of the orders and prior to the commencement of leave.
- (c) **Limitations** - Paid Military Leave benefits are granted time covered by written orders, to a maximum of the above rate. Time off for other military obligations will be granted as annual leave, personal leave or leave without pay, at the request of the employee. In order for leave time to be approved as excused, the County may require documentation of required service dates for leave requested that is not covered by orders which designate the time as Active Duty Training or Active Duty Tour.

#### **Section 10.8. - Bereavement Leave.**

- (a) **Rate** - Up to three workdays will be granted.
- (b) **Authorization** - Upon learning of the need to use bereavement leave benefits, an employee must immediately notify his/her immediate supervisor. The employee's department head is the final authority in granting bereavement leave requests.
- (c) **Limitations** - An employee will be granted up to three consecutive work days of bereavement leave upon the death of his/her wife, husband, son, daughter, mother, father, brother, sister, parents-in-law, step-parents, grandparents or grandchild.
- (d) **Other Relatives** - An employee will be granted one day of bereavement leave upon the death of the employee's brother-in-law, sister-in-law, aunt, or uncle. The usage under this subsection may not exceed one (1) day per calendar year.
- (e) If an employee must travel in excess of 300 miles each way because of the death of a family member under Subsection (c) of this Section, the County shall grant a fourth bereavement leave day to the employee.

#### **Section 10.9. Leave of Absence.**

- (a) If an employee needs leave for a valid reason such as training and education, extended military service, and certain family responsibilities not covered by FMLA, or if he/she needs leave for a reason enumerated as FMLA leave but



employment, he/she will be placed at the same step in the salary scale as when his/her leave began or an equivalent step at another grade.

**Section 10.10. – Union Leave.**

- (a) The County agrees to [forty-five] Sixty Union leave days to be used for Union business each Fiscal Year. A request for Union leave must be submitted no later than 72 hours prior to the requested date of use. Approval will be based upon a written request from the Union outlining the purpose for the leave and attendee(s). If the Union leave is requested in order to attend a conference, seminar, or similar event, the request must include a copy of the event agenda or registration.
- (b) Time off for negotiations will be as agreed when the ground rules for negotiations are established each negotiating year.
- (c) Union leave shall not be charged for scheduled negotiating sessions.

**ARTICLE 11 - INSURANCE**

**Section 11.1 - Health Insurance.**

- (a) During the term of this Agreement, employees electing medical coverage will receive one hundred and fifty dollars (\$150.00) in CountyFlex benefit dollars.
- (b) Any cost increase for any health care premiums for Local 3080 members for FY2012 - FY2013 will not exceed the increase in health care premiums for any other bargaining unit in Howard County Government or Howard County Public employees for FY2012 - FY2013. This provision does not apply to employees of the Howard County Public School System.

In the event that the County changes the Opt-Out Premium for Health Care, the new amount will be incorporated into the new agreement.

**Section 11.2. - Life Insurance.**

The County shall provide, at no cost to the employee, basic group life insurance coverage in an amount equal to two times (2x) annual salary.

**ARTICLE 12 - PROTECTIVE CLOTHING AND UNIFORMS**

The County will provide protective clothing, uniforms, and safety shoes. Safety shoes will be provided in accordance with Safety Footwear Program, Policy and Procedure No. 200.6. It shall be mandatory for unit members to wear the uniforms provided by the County.

The parties may, by mutual agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the County or the Union.

**Section 14.4. – Procedural Steps.**

**Step 1**

The aggrieved unit member, with or without his/her Union representative shall meet with the lowest level County supervisor capable of resolving the grievance to present the grievance orally. If that supervisor lacks the authority to resolve the grievance, he/she shall refer the Union or the unit member to the appropriate member of management. The lowest level supervisor capable of resolving the grievance shall attempt to satisfactorily adjust the matter and reply to the unit member or the Union orally within five (5) working days of the presentation of the grievance.

**Step 2**

In the event that the supervisor's decision at Step 1 is not satisfactory to the unit member or the Union, the unit member or the Union may, within five (5) working days from receipt of that supervisor's answer at Step 1, present the grievance to the Director in writing on a form to be supplied by the County. All grievances concerning suspension, discharge or forfeiture shall begin at this step. The Director or his/her designee shall arrange to meet with the unit member and/or the Union within five working days after receipt of the grievance, and shall reply to the grievance in writing to the unit member and/or the Union within five (5) working days of the meeting.

**Step 3**

In the event that the Director's decision is not satisfactory to the unit member or to the Union, the unit member or the Union may, within five working days from receipt of the Director's decision at Step 2, present the grievance form to the Personnel Officer. The Personnel Officer or his/her designee shall arrange to meet with the unit member and/or Union within ten (10) working days after receipt of the grievance. The Personnel Officer shall reply to the grievance, in writing, to the unit member and/or the Union within ten (10) working days of the meeting.

**Step 4**

Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union, be appealed to binding arbitration. A grievance related to a suspension, demotion, termination, forfeiture of accruals or fines must

## **ARTICLE 15 – PERSONAL CORRESPONDENCE AND REPORTS**

### **Section 15.1. - Grievances.**

When a grievance is filed and a date and time for a hearing is scheduled, the unit member and the Union President shall be notified. After the grievance has been heard at each level, the above named individuals will be notified of the decision.

### **Section 15.2. - Other Correspondence.**

Unit members will be required to sign copies of all correspondence and reports provided them regarding counseling and possible disciplinary action. These documents will contain a statement indicating that their signature acknowledges receipt only and does not imply concurrence with its contents.

## **ARTICLE 16 - PERSONNEL FILE**

### **Section 16.1. - Unit Member Access.**

The Personnel Officer and the Director of Corrections shall permit inspection of a unit member's official and departmental personnel files as provided by law. All personnel records shall be treated as confidential information. Unit members with or without Union representation shall have access to their individual personnel files by prior appointment with the Personnel Office or the Department of Corrections. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

### **Section 16.2. - Removal of Information.**

Any correspondence related to disciplinary action may be removed from the unit member's personnel file if requested, in writing, by the unit member, provided two years have elapsed since the most recent entry. Any changes to the Howard County Employee Manual, which reduce time frames, agreed to in this Section will supersede the language of this Section.

### **Section 16.3. - Unit Member Additions.**

Unit members shall have the right to respond, in writing, to any information contained in their personnel file, which will be kept in said file.

## **ARTICLE 17 - SAFETY**

The County will continue to follow its current safety policy as set forth in the Risk Management Program, County Policy and Procedure 200.1.

## **ARTICLE 21 – INMATE INFECTIOUS DISEASE CONTROL**

The Detention Center's Infectious Disease Control Policy, #I-802, which provides directions on the housing and handling of inmates with suspected or confirmed infectious disease, shall be maintained and updated from time to time as required by medical authority. Further updating of the Policy may occur during this Agreement and the Union will be informed of the changes contemplated so that the Union may give its input prior to any changes that are to be made. Unit members shall be advised of the content of this policy and of any changes made thereto.

## **ARTICLE 22 – NO STRIKE OR LOCKOUT CLAUSE**

### **Section 22.1. – No Strikes.**

For the duration of this Agreement, the Union, its officers, agents, representatives, stewards and members, and the unit members covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly engage in, initiate, sponsor, support, direct, ratify or condone any strike, sympathy strike, sit-down, secondary boycott, or picketing, which interferes with or interrupts the County's operations, to include but not be limited to the individual or concerted failure to report for duty, willful absence from one's position, stoppage or slow down of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In the event of a violation of this Article, the Union shall, immediately upon learning of such activity, publicly disavow such action by the unit members and shall so advise the County and the unit members involved in writing.

In the event of any violation of this Article, the County Executive may, in addition to any other remedy or right of the County, take any or all of the following action he deems necessary in the public interest:

- (a) Imposition of disciplinary action, including removal from County service, of unit members engaged in such illegal conduct;
- (b) Termination of the Union's dues deduction privilege, if any;
- (c) Revocation of the Union's exclusive representation certification and disqualification of the Union from participation in representation elections for a period of up to a maximum of two years.

Any grievance involving disciplinary action against a unit member charged with a violation of this Article shall be limited to the question of whether such a violation occurred.

#### **ARTICLE 26 – SUBMISSION TO THE COUNCIL**

The County Executive will make a submission to the County Council, in accordance with Section 1.606 of the Howard County Code as soon as possible following ratification by the Union members.

**Corrections Salary Schedule (Local 3080)**  
**FY12**

A1

**Effective July 1, 2011 - December 30, 2011**

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C2	\$17.83	\$18.46	\$19.10	\$19.77	\$20.46	\$21.18	\$21.92	\$22.68	\$23.47	\$24.31	\$25.15	\$26.03	\$26.93	\$27.88
Annual	\$37,086	\$38,397	\$39,728	\$41,122	\$42,557	\$44,054	\$45,594	\$47,174	\$48,818	\$50,565	\$52,312	\$54,142	\$56,014	\$57,990
C3	\$19.60	\$20.29	\$21.00	\$21.73	\$22.50	\$23.28	\$24.09	\$24.94	\$25.81	\$26.72	\$27.65	\$28.62	\$29.62	\$30.66
Annual	\$40,768	\$42,203	\$43,680	\$45,198	\$46,800	\$48,422	\$50,107	\$51,875	\$53,685	\$55,578	\$57,512	\$59,530	\$61,610	\$63,773
C4	\$21.88	\$22.65	\$23.43	\$24.28	\$25.11	\$26.00	\$26.90	\$27.84	\$28.81	\$29.83	\$30.87	\$31.95	\$33.07	\$34.23
Annual	\$45,510	\$47,112	\$48,734	\$50,502	\$52,229	\$54,080	\$55,952	\$57,907	\$59,925	\$62,046	\$64,210	\$66,456	\$68,786	\$71,198

**LONGEVITY:**

**An employee who has completed 10 years of continuous service with the Department of Corrections shall receive an additional \$ .50 per hour.**

**Corrections Salary Schedule (Local 3080)**  
**FY13**

A3

**Effective July 1, 2012 - June 30, 2013**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>C2</b>	\$18.19	\$18.83	\$19.48	\$20.17	\$20.87	\$21.60	\$22.36	\$23.13	\$23.94	\$24.80	\$25.65	\$26.55	\$27.47	\$28.44
<b>Annual</b>	\$37,835	\$39,166	\$40,518	\$41,954	\$43,410	\$44,928	\$46,509	\$48,110	\$49,795	\$51,584	\$53,352	\$55,224	\$57,138	\$59,155
<b>C3</b>	\$19.99	\$20.70	\$21.42	\$22.16	\$22.95	\$23.75	\$24.57	\$25.44	\$26.33	\$27.25	\$28.20	\$29.19	\$30.21	\$31.27
<b>Annual</b>	\$41,579	\$43,056	\$44,554	\$46,093	\$47,736	\$49,400	\$51,106	\$52,915	\$54,766	\$56,680	\$58,656	\$60,715	\$62,837	\$65,042
<b>C4</b>	\$22.32	\$23.10	\$23.90	\$24.77	\$25.61	\$26.52	\$27.44	\$28.40	\$29.39	\$30.43	\$31.49	\$32.59	\$33.73	\$34.91
<b>Annual</b>	\$46,426	\$48,048	\$49,712	\$51,522	\$53,269	\$55,162	\$57,075	\$59,072	\$61,131	\$63,294	\$65,499	\$67,787	\$70,158	\$72,613

**LONGEVITY:**

**An employee who has completed 10 years of continuous service with the Department of Corrections shall receive an additional \$ .50 per hour.**

Pursuant to Section 1.111(e) of the Howard County Code, the following provisions of the Memorandum of Agreement, attached to the legislation as Exhibit A, between Howard County and the American Federation of State, County and Municipal Employees, Howard County Local 3080, Council 67, AFL-CIO conflict with the provisions of Title 1 "Human Resources" of the Howard County Code or the Employee Manual:

1. Section 1.2 – Unit Description

Subsection (c)

2. Section 2.2 – Dues Deductions for Employees Who Join the Union

3. Section 2.3 – Service Fee for Employees Who are Not Members of the Union

4. Section 2.4 – Accounting

5. Section 2.5 – Dues or Service Fee Deductions

6. Section 2.6 – Dues Authorization

7. Section 2.7 – Dues Deduction/Insufficient Pay

8. Section 2.8 – Change in Dues

9. Article 3 – Rights of Unit Members/Union Representatives –

The preamble

10. Section 3.3 – Individual Representation

11. Section 3.4 – Union Visitation

12. Section 3.5 – Union Representation

Subsections (a) and (b)

13. Section 3.6 – Use of Bulletin Board

14. Section 3.7 – Union Office

15. Section 3.8 – Orientation For New Hires

16. Section 5.3 – Meal Breaks

17. Article 6 – Layoffs

18. Section 7.1 – Roll Call Pay

19. Section 7.2 – Salary Scales; Increases

20. Section 7.3 – Step Increments

21. Section 8.1 – Shift Differential

22. Section 8.2 – Overtime

23. Section 8.3 – Call-in-Pay

24. Section 8.4 – Inclement Weather